FEE AGREEMENT CHAPTER 13 BANKRUPTCY CASE

I appoint and employ David J. Boersma as my attorney to represent me in the following legal matter: Chapter 13 individual bankruptcy (non-business).

I understand that the legal services to be performed by my attorney includes <u>only</u> the following: Standard individual non-business Chapter 13 bankruptcy. A standard bankruptcy includes analysis of the debtor's financial situation, rendering advice to the debtor, answering routine requests for information from creditors regarding the status of the bankruptcy filing, preparation and filing of the bankruptcy petition and related schedules, preparation of the Chapter 13 repayment plan, representation of the debtor at the first scheduled meeting with the trustee, through confirmation of the debtor's Chapter 13 plan.

As a member of the Hyatt Legal Services Plan my attorney's fees in the amount of \$1,500.00 for the above listed services through Plan confirmation will be paid by the Hyatt Legal Services Plan. I acknowledge that the Hyatt Legal Services Plan does not pay court costs and costs advanced. I agree to pay all court costs and other costs advanced for services rendered. Anticipated court costs are \$310.00. Payment of all fees and costs shall be made as follows: Client to pay retainer of \$310.00 before preparation and filing of bankruptcy schedules.

Any and all sums due and not paid within thirty days after billing shall bear interest at the rate of 10% per annum until paid in full. Partial payment shall be applied first to the payment of interest, next to costs advanced, and lastly to attorney fees.

I understand that some of the following may occur, which may result in the necessity for further legal services. These extra legal services are not paid for by the Hyatt Legal Services Plan. However, my attorney will bill Hyatt for these additional legal services. In the event that my attorney performs such further legal services and Hyatt refuses to pay for such services in full at the rate specified, then my attorney shall bill me at the rate of \$100.00 per hour for attorney time (less any amount paid by Hyatt) for these additional legal services

should they become necessary, as for example: Adversary proceedings brought on behalf of debtor to strip secondary liens from the primary residence; motions to avoid liens or prior judgments affecting real estate; defense and/or settlement of adversary proceedings brought by creditors; additional court appearances or representation beyond confirmation of the Chapter 13 plan; amending schedules due to client's misinformation; amending and revising Chapter 13 repayment plans after confirmation of the initial plan by the court; work caused by creditors or trustee re: availability of exemptions, discovery of documents or requests for same; contested or adversary matters brought by or against the trustee or creditors; conversion of the case from a Chapter 13 case to a Chapter 7 case; filing objections to claims filed by creditors; work caused by motions to dismiss the case brought by creditors or the trustee; or auditing of the case by the U.S. Trustee's office.

I agree to cooperate with my attorney as requested in making court appearances, locating, processing and organizing documents, keeping appointments and such other things as requested by my attorney. In the event that I fail to appear at any scheduled court hearing or at any creditor meeting where my attendance is required by court rule or as otherwise required by the trustee and my attorney appears and continues such meeting or court date due to my absence, then I agree that my attorney shall bill me for his additional time at the rate of \$100.00/hour in appearing and requesting a continuance on my behalf.

Dated at Wheaton, Illinois, the 10th day of 1/4 day of 1/2 day.

Sheleta S. Stewart

Accepted: /arcl

David J. Boersma